

ELECTRONIC DATA TRANSFER AGREEMENT
RFQ 72779 Construction of Ashburn Senior Center

THIS AGREEMENT is effective on the ____ day of _____, 2019, by and between the **COUNTY OF LOUDOUN, VIRGINIA**, a political subdivision of the Commonwealth of Virginia, hereinafter referred to as the "County", and _____, hereinafter referred to as the "Recipient" (collectively referred to as the "parties").

WITNESSETH:

In consideration of the mutual covenants set forth herein, the parties agree as follows:

The County shall provide CAD files for the sole use of the Recipient to prepare proposal documents in response to the County's Invitation for Bid Number 72779 for the Construction of Ashburn Senior Center.

By signing below, the Recipient agrees to be bound by this Electronic Data Transfer Agreement (Agreement) and to use our instruments of service, in CAD form, and identified in this Agreement as CAD Files, subject to this Agreement.

CAD files are provided by ("CAD File Providers") and related to:

- A. The Construction of Ashburn Senior Center

No representations, arrangements, understandings or agreements relating to the subject matter exist amongst the parties except as expressed in this Agreement.

1.0 SCOPE OF AGREEMENT

- 1.1 The County agrees to permit Recipient to access and the use of CAD Files prepared by Environmental (CAD File Providers) for the Loudoun Valley Estates III project in strict compliance with, and subject to, this Agreement. Recipient agrees: (a) to independently verify the accuracy, correctness and completeness of the CAD Files for Recipient's needs; (b) to remove the CAD File Providers name and logo from the CAD Files; and, (c) to assume the sole risk, responsibility and liability for use of the CAD Files. Recipient may not reuse the CAD Files or assign its rights or delegate its obligations under this Agreement without our prior written consent.
- 1.2 The County and CAD File Providers retain intellectual property rights in the CAD Files and grants Recipient only a limited license to use the CAD Files as stated in this Agreement. The license to use the CAD Files automatically terminates upon Recipient's breach of this File Agreement.

2.0 TERMS AND CONDITIONS

2.1. Hold Harmless

The Recipient shall indemnify and hold harmless the County, including its officials and employees, from all liability, losses, costs, damages, claims, causes of action, and suits of any nature (specifically including reasonable attorney's fees and defense costs incurred with the defense of third party claims) incidental to or brought as a consequence of any negligent act, error, omission, or breach of the applicable professional standard of care by the Recipient and/or its sub-consultants. The Recipient agrees that this clause shall include, but is not limited to, claims involving infringement of patent or copyright. This section shall survive completion of the Contract. The County is prohibited from indemnifying Consultant and/or any other third parties.

2.2 Governing Law/Forum

This Agreement shall be governed and construed in all respects by its terms and by the laws of the Commonwealth of Virginia, without giving effect to its conflicts of laws provisions. Any judicial action shall be filed in the Commonwealth of Virginia, County of Loudoun. Recipient expressly waives any objection to venue or jurisdiction of the Loudoun County Circuit Court, Loudoun County, Virginia. Recipient expressly consents to waiver of service of process in an action pending in the Loudoun County Circuit Court pursuant to Virginia Code Section 8.01-286.1.

2.3 CAD File Provider Limitation of Liabilities

The CAD File Providers shall have no liability for any claims, losses, damages, injuries, costs or expenses of any kind or character whatsoever arising out of, resulting from or in any way connected with providing CAD files to the Recipient.

2.4 Warranty Disclaimer

The County and the CAD File Providers make no warranties, express or implied, regarding: (a) the CAD Files' accuracy, correctness or completeness; or, (b) the CAD Files' merchantability or fitness for a particular purpose or implied warranties arising from a course of dealing or usage of trade are expressly disclaimed.

[SIGNATURES ON FOLLOWING PAGE]

COUNTY OF LOUDOUN, VIRGINIA

Division of Procurement
1 Harrison Street, S.E.
Leesburg, VA 20175

Phone: (571) 258-3144
Fax: (703) 771-5097

By: _____

Name: Kehinde Stinson

Title: Contracting Officer

Date: _____

RECIPIENT

Firm
Name: _____

Address: _____

City, State Zip: _____

Email Address: _____

Phone: ()

Fax: ()

By: _____

Name: _____

Title: _____

Date: _____

APPROVED AS TO FORM

By: _____
Theresa Fontana
Assistant County Attorney